

GENERAL INVITATION  
Request for Qualifications

Housing Authority of the City of Beaumont, Texas (BMTHA)  
Request for Qualifications (RFQ) for Architect

RFQ # 15-106

**General**

The BMTHA is seeking statements of qualifications from Licensed Professional Architects to modernize/upgrade Concord Homes (a 60 year old complex) as per the attached sheet titled "Concord Homes Upgrades".

The RFQ may also be obtained on the web site of the Housing Authority of the City of Beaumont ([www.bmtha.org](http://www.bmtha.org)).

**Due Date**

Submissions in response to this RFQ are due no later than **4:30 PM (Local Time) June 12, 2015**. Late submissions will not be considered and will not be opened. Respondents are solely and entirely responsible for ensuring that submissions are received before the stated due date and time. Submissions should be addressed as follows:

Housing Authority of the City of Beaumont  
1890 Laurel Street  
Beaumont, Texas 77701  
Attention: Paula Nicholas, Procurement Dept.

**Questions**

Questions regarding this RFQ should be directed in writing by fax at 409-951-7273 or by email to [nicholaspa@bmtha.org](mailto:nicholaspa@bmtha.org) prior to June 5, 2015.


**BMTHA Rights**

The BMTHA reserves the right to reject any or all submissions, to advertise for new qualifications or proceed to accomplish this solicitation by any means determined to be in the best interest of the BMTHA. BMTHA will evaluate all submissions to determine which best satisfies the needs of the Authority and community.

**RFQ Schedule**

RFQ available	May 22, 2015
Final day to submit written questions	June 5, 2015
Submissions are due	June 12, 2015

  
Robert L. Reyna, Executive Director  
Beaumont Housing Authority

  
May 20, 2015

**Housing Authority of the City of Beaumont, Texas**

**REQUEST FOR QUALIFICATIONS**

The Beaumont Housing Authority is seeking an Architect to write Specifications and oversee the modernization and rehab of Concord Homes

Robert L. Reyna, Executive Director  
1890 Laurel Street  
Beaumont, Texas 77701

May 22, 2015

<b>Submissions are due no later than 4:30 PM (Local Time) on June 12, 2015</b>
--

## **TABLE OF CONTENTS**

- I. Introduction**
  - a. Purpose of Solicitation
- II. Program Goals**
- III. Scope of Work**
- IV. Submission Requirements**
  - a. Due Date
  - b. Questions
  - c. BMTHA Rights
  - d. Content of Submission
- V. Selection Process**
  - e. Initial Review
  - f. Selection Panel Review
  - g. Communication During the Procurement Process
- VI. Evaluation Criteria**
  - h. Qualifications
    - i. Experience
    - ii. Complete and Responsive RFQ
    - iii. Certifications and Assurances
- VII. Contracting Requirements**
  - i. Compliance with Laws and HUD Regulations
  - j. Liability and Insurance Requirement
  - k. Conflict of Interest
  - l. Certifications and Assurances (Attachments)
  - m. M/WBE Participation
    - i. HUD form 5369-B Instruction to Offerors
    - ii. HUD form 5369-C Certifications & Representation
    - iii. Non-Collusion Affidavit
    - iv. Form 2992 Debarment and Suspensions
- VIII. Insurance Requirements for Contractors**

## I. INTRODUCTION

The Housing Authority of the City of Beaumont ("BMTHA") hereby announces a Request for Qualifications to select a Licensed Professional Architect for the modernization/upgrade of Concord Homes.

### Purpose of Solicitation

The BMTHA is seeking statements of qualifications from entities to serve as Licensed Professional Architect for the upgrade/modernization of Concord Homes.

BMTHA is seeking a Licensed Professional Architect for the modernization/upgrade of Concord Homes, (*which is a 60 year old property*), who possesses strong experience in multi-family residential properties which include low income properties. Also, some of the units will be upgraded to Uniform Federal Accessible Standards (UFAS) compliance. RFQ 15-106 The selected Architect will be responsible for the over-seeing of the upgrade, construction work, obtaining necessary permits and approvals, directing construction and providing property management for all phases of the construction project. BMTHA intends to contract with one Architect that will govern all phases of the modernization/upgrade project.

## II. PROGRAM GOALS

BMTHA has established the following goals to guide the project in response to this RFQ.

1. Create a vibrant, safe, community of high quality design that meets or exceeds industry standards, and that attracts and retains a broad income mix of residents and functions as a cohesive community.
2. Complies with all applicable federal, state and local laws, regulations, policies, edicts, approvals requirements, and court orders.

## III. SCOPE OF WORK

The Beaumont Housing Authority is seeking an Architect to write necessary Specifications, that may or may not need to be added to the attached sheet titled "Concord Homes, Upgrades".

### Transaction Elements

BMTHA envisions that the terms of a Contract for this project will be negotiated as soon as possible.

## IV. SUBMISSION REQUIREMENTS

### Due Date

Submissions in response to this RFQ are due no later than 4:30 PM (Local Time) June 12, 2015. Late proposals will not be considered and will not be opened. Respondents are solely and entirely responsible for ensuring that submissions are received before the stated due date and time. Proposals must be identified as follows:

## **REQUEST FOR QUALIFICATIONS FOR LICENSED ARCHITECT**

### **Housing Authority of the City of Beaumont**

1890 Laurel Street  
Beaumont, Texas 77701  
Attention: Paula Nicholas  
Procurement Dept.

Respondents must submit three (3) bound and secured copies of their Statement of Qualifications in response to this solicitation. Faxed or electronic copies of submissions will not be accepted. Documents should be in 8 1/2" x 11", single-sided format. One copy should be clearly identified as containing documents with original signatures. The respondent will be responsible for all costs incurred in preparing a response to this RFQ. All material and documents submitted by prospective offeror(s) will become the property of BMTHA and will not be returned. The offeror(s) selected for further interviews and negotiations will be responsible for all costs incurred during these processes.

### **Questions**

Questions regarding this RFQ should be directed in writing by email; or by fax (see # below) prior to 4:30 PM (Local Time) June 5, 2015 to Paula Nicholas at [nicholaspa@bmtha.org](mailto:nicholaspa@bmtha.org) (e-mail) or (409) 951-7273 (fax).

### **BMTHA Rights**

The BMTHA reserves the right to reject any or all proposals, to advertise for new proposals or proceed to accomplish this solicitation by any means determined to be in the best interest of the BMTHA including the right to assign primary responsibility for the Architect. In this case, the Architectural Agency will participate in the formulation of the master plan but will not lead the master planning process or be the primary author of the plan. BMTHA will evaluate proposals to determine which best satisfies the needs of the Authority and community in accordance with the provisions of this RFQ.

### **Content of Submission**

Respondents must submit the following documentation in the order listed below. **Failure to comply with these submission requirements may be cause for rejection of the submission.**

1. **Letter of Interest.** The letter of interest (not to exceed four pages excluding attachment of the Letter(s) of Participation) should:
  - i. Introduce the respondent architect, specifying roles and responsibilities of other team members (if any) and identifying the authorized representative (with contact address, telephone number and e-mail address included) who will serve as the primary contact throughout the selection process. Include information for a contact alternate in the event that the authorized representative is absent or unavailable.
  - ii. Describe the team's understanding of its role as Architectural Agency and why it will be successful in implementation.

## 2. **Qualifications.**

- i. **Organization of respondent team.** A description of the respondent's organization should include:
  - a) An organizational chart that shows all legal entities on the respondent team, illustrating the roles and responsibilities of all team members and identifying key staff in each role or responsibility. Attach a contact list with address, telephone and e-mail information for all entities indicated on the organizational chart;
  - b) A narrative statement of the relationship between team members revealing any ownership interest and describing previous collaboration and/or interaction between the team members. The narrative statement should identify important roles and responsibilities, if any, that will be filled by additional team members selected by the Architect .
- ii. **Experience and capabilities.** Provide a description of relevant previous experience within the past five (5) years -  
For each project described, include:
  - a) name of the project;
  - b) date of completion or anticipated completion;
  - c) location;
  - d) size and type of project (project cost or financial value, square footage, mixed-use description – residential, commercial and/or retail, residential description – public housing, affordable, market, senior, family, disabled, rental, homeownership, etc.);
  - e) development time frame (including major milestones);
  - f) client; and,
  - g) sources of funds.
- iii. **Certifications and Assurances.**
  - i. **Certifications and assurances.** Respondents must complete all certifications, affidavits, assurances and forms included as Attachments and/or required in the text of this solicitation.
  - ii. **Debarment Issues.** No debarment issues with HUD, OIG, Multi-family, etc.

## V. **SELECTION PROCESS**

### **Initial Review**

Each submission received by the deadline will be internally reviewed to establish responsiveness. The reviewer will ensure that all required materials are included and no obvious deficiencies are evident. BMTHA reserves the right, in its sole discretion, to waive any informalities or minor irregularities and/or permit the cure of such deficiencies if it serves its best interests to do so. Any submission that fails to include all materials requested under this solicitation may be deemed non-responsive, and if determined to be non-responsive by BMTHA will not be rated or ranked.

### **Selection Panel Review**

Each responsive submission will be rated and ranked by a Selection Panel. The Selection Panel will recommend finalists among the respondents based on scores and rankings. At BMTHA's discretion, the Selection Panel shall interview finalists. At any time during the selection process, BMTHA may

require further information from respondents to aid in the deliberation of the Selection Panel. The Selection Panel will use its initial scoring and the oral interviews as well as any further information to determine the final scores and assign final rankings. BMTHA reserves the right to request Best and Final Offers if deemed necessary. The Selection Panel will make a recommendation to the BMTHA Executive Director based on respondent's submissions, interviews, and any additional information gathered during the selection process.

No contractual rights shall arise from the process of negotiation until such time as the BMTHA and the selected Architect have signed a Contract Agreement. If, for any reason, a Contract cannot be negotiated with the highest ranked respondent, BMTHA reserves the right, but shall be under no legal obligation, to select the next highest respondent for negotiation of a contract. BMTHA may continue to negotiate with respondents in the order of rankings until a contract is finalized. Work under the Architectural Contract shall commence immediately upon its execution.

### **Communication During the Procurement Process**

During the solicitation period and subsequent evaluation process, respondents may not make any contact regarding this RFQ with Board Members, the Program Agency, the Legal Advisor, residents, or BMTHA staff other than the BMTHA staff member designated as the point of contact. The activities of the Selection Panel are confidential and any contact with members of the above groups will create the impression of unfair access or conflict of interest. Contact prior to selection may lead to a nullification of the results of the RFQ, or a dismissal of the offending respondent's submission, or it may result in the contacted party being required to recuse himself or herself from consideration of the respondent's submission.

## **VII. EVALUATION CRITERIA**

<b>Criteria</b>
-----------------

The Selection Panel will evaluate and score each responsive submission using a 100-point system. The following criteria will be used to award points for all written submissions:

Points Available	Evaluation Criteria	Description of Criteria
50 points	1. Experience	<ul style="list-style-type: none"><li>Successful experience in the remodel and upgrade of low income housing complexes or mixed-finance projects of comparable size and complexity;</li><li>Demonstrated ability to complete projects of similar complexity with reasonable promptness;</li></ul>
20 points	2. Complete and Responsive RFQ	<ul style="list-style-type: none"><li>The response to the RFQ solicitation should be complete including one original and 2 copies</li></ul>



30 points	3. Certifications and Assurances referenced in Section VII	<ul style="list-style-type: none"> <li>The complete execution and submittal of all Certifications and Assurances referenced in Section VII</li> </ul>

## VI. CONTRACTING REQUIREMENTS

### Compliance with Laws and HUD Regulations.

The selected respondent shall comply with all local, state and federal laws and regulations in performance of services pursuant to this solicitation, including but not limited to:

1. **Uniform Administration Requirements** contained in 24 CFR 85.1 et seq., as amended;
2. **Executive Order 11246** of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR 60) (*all construction contracts in excess of \$10,000*)
3. **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-330) as supplemented by department of Labor regulations (29 CFR Part 5). (*Construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts that involve the employment of mechanics and laborers*)
4. **All applicable standards, orders and requirements issued under Section 306 of the Clear Air Act** (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants in excess of \$100,00)
5. **Copeland "Anti-Kickback" Act** (18 U.S.C. 8754) as supplemented in Department of Labor regulations (29 CFR Part 3). (*All contracts and subgrants for construction or repairs*)
6. **The Americans with Disability Act of 1990 (H.R. 2273, 8.933)**; Sections 501 and 504 of the Rehabilitation Act of 1973, as amended; the Architectural Barriers' implementing regulations (24 CFR 40). (*All construction contracts*)
7. **All applicable standards, orders and/or requirements established by and/or pursuant to:**
  - i. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act of 1976 (42 U.S.C. 6901, et seq.), and any amendments thereto;
  - ii. The Toxic Substance Control Act (15 U.S.C. 2601, et seq.), and any amendments thereto;
  - iii. Occupational Safety and Health Administration regulations, and any amendments thereto;
  - iv. The Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601, et seq.), and any amendments thereto;
  - v. The National Environmental Policy Act (42 U.S.C. 4321 et seq.) and implementing regulations (24 CFR Parts 50 and 58), and any amendments thereto;
  - vi. Executive Order 11738 and the U.S. Environmental Protection Agency's implementing regulations (40 CFR Part 15), and any amendments thereto.
  - vii. The Texas State Environmental Protection Agency regulations, and any amendments thereto;
  - viii. The Texas State Department of Labor regulations, and amendments thereto.

### Liability and Insurance Requirements



VII. **BEAUMONT HOUSING AUTHORITY**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS**

**INSURANCE**

Contractor shall furnish BMTHA with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Contractor shall furnish BMTHA with certificates of insurance showing that the following insurance is in force and will insure all operations under this IFB, and name BMTHA as an additional insured. Required insurance levels are as follows:

**Workers' compensation** in accordance with the State of Texas rules and regulations.

**General liability insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect Contractor against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment and vehicles used on the site(s) not covered by Contractor's automobile liability. If Contractor has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

**Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Contractor shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty- (30) day's prior written notice has been given to BMTHA.

**Conflict of Interest**

By responding to this RFQ with a submission, the respondent warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is understood as a situation in which the nature of the work under this solicitation and the organizational, contractual and financial interest of the respondent are such that:

1. The respondent may have an unfair advantage; or
2. The respondent's objectivity in performing work pursuant to this RFQ may be compromised.
3. Conflict of Interest Form CIQ (See Attachments)

Respondents should note that a conflict of interest arises if an employee, officer or agent of BMTHA, a member of his/her immediate family, his/her partner, or an organization that employs or is about to employ any of the above (the employee/officer/agent, his or her immediate family or partner) has financial or other interest in the respondent.

### **SUBCONTRACT**

Contractor shall not have the right to subcontract in whole or in part the service called for by this specification, unless approved in writing by BMTHA.

### **PERMITS, CERTIFICATES, AND LICENSES**

The contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

### **AVAILABILITY OF RECORDS**

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the BMTHA, the City of Beaumont, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

### **STANDARDS OF CONDUCT**

The successful respondent shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

### **REMOVAL OF EMPLOYEES**

The BMTHA may request the successful firm(s) to immediately remove from assignment to the BMTHA contract or to dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by records or action or fighting.
- Theft, vandalism, immoral conduct or any other criminal activity.
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the BMTHA.

### **SUPERVISION**

The successful contractor shall provide adequate competent supervision at all times

during the performance of the contract. The Project Agency or his designee must be readily available to meet with the BMTHA personnel. The successful contractor shall provide the telephone number(s) where its representative can be reached.

### **CANCELLATION**

Irrespective of any default hereunder, the BMTHA may at anytime at its discretion cancel the contract in whole or in part, and in such event the firms shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

### **COMPENSATION**

The successful contractor must have the financial resources to complete the scope of work and services. Payments shall be made on a monthly basis.

### **CONTRACT TERM**

The BMTHA intends to execute a contract with the selected Contractor for a period not to exceed three (3) years contingent on availability of funds and satisfaction of service provided by contractor.

### **AVAILABILITY OF FUNDS**

In the event that funds necessary to finance this Contract become unavailable, BMTHA may cancel the contract by giving a seven (7) days notice in writing and the contract will thereafter be null and void. BMTHA shall be the final authority to determine whether funds are not available.

### **CONFLICT OF INTEREST**

No employee, officer or agent of the BMTHA shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or
- his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father- in- law, mother- in-law, son- in-law, daughter- in-law, brother-in-law, sister- in- law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- his/her business or professional partner; or
- an organization which employs, negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

#### **Prohibitions against Discrimination and the Requirement of Equal Employment Opportunity**

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and benefits

of federally funded programs because of race, color, religion, sex or national origin must be met by the bidder. The bidder must adhere to prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.

The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs must be met by the bidder. The bidder must also meet the requirement of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting of business from the metropolitan area in which the federally funded program is located.

The bidder must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

### **M/WBE PARTICIPATION**

The contractor agrees to subcontract with minority business enterprises and/or women business enterprises (herein called W/MBE) certified as such or recognized by BMTHA as a certified M/WBE.

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** In the event BMTHA has a reasonable belief that Contractor will not use his/her/its best efforts to meet the M/WBE participation goal, BMTHA reserves the right to pull work from the contract. Best efforts may be established by a showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

**FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.**

### **NOTIFICATION OF M/WBE PARTICIPATION**

Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by BMTHA to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

---

---

**CONTRACTOR SIGNATURE**

**DATE**

**Note: This form must bear a signature.**

# Concord Homes

## Upgrades

Windows (asbestos window glazing)

- Replace all windows with high efficiency insulated windows

Siding (vinyl siding)

- Replace vinyl siding with hardi-plank, stone, etc

Stair (separating)

- Rebuild stair structure (handrails as needed)

Kitchens

- Upgrade kitchen cabinets, countertops, sinks & faucets

Flooring (downstairs-VCT, upstairs-Hardwood)

- Upgrade all flooring (repair subflooring as needed)

Baths

- Upgrade tubs, basins & faucets

Lighting

- Upgraded light fixtures

HAVC

- Replace A/C units as needed

Doors

- Replace interior door units as needed

Drywall

- Repair drywall with matching texture as needed

Painting

- Re-paint entire unit

ADA Requirements

- Convert all 5 one bedroom units to handicap accessible units
- Convert 1 one bedroom and 1 two bedrooms to hearing/visual impaired units